

SECRET

SECURITY INFORMATION

CENTRAL INTELLIGENCE AGENCY
INFORMATION REPORT

25X1A

COUNTRY Poland
 SUBJECT Port Procedures - Gdynia
 PLACE ACQUIRED (BY SOURCE)
 DATE ACQUIRED (BY SOURCE)
 DATE (OF INFO.)

25X1A

25X1

REPORT NO.

RESPONSIVE TO	
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DATE DISTR. 23 Jun 1953

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SUPP. TO
REPORT NO.

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THIS IS UNEVALUATED INFORMATION

25X1

- (a) Charter Party (photostatic copy)
- (b) Surveyor's Report (photographic copy)
- (c) Provisque (photostatic copy)
- (d) Ship's Chandler's Invoice (original)
- (e) Ship's Chandler's receipt (original)

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f
WONI review(s)
completed.

SECRET

SECURITY INFORMATION

DISTRIBUTION	STATE	<input checked="" type="checkbox"/> ARMY	<input checked="" type="checkbox"/> NAVY	<input checked="" type="checkbox"/> AIR	<input checked="" type="checkbox"/> FBI			
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BALTONA

SHIPCHANDLERS

Head Office: GDYNIA, PUŁASKIEGO 6 — Phone 43-06, 43-03

BRANCHES:

GDYNIA GDANSK SZCZECIN USTKA DARŁOWO KOŁOBRZEG SWINOUJŚCIE-ODRA
 Indyjska 15 NOWY PORT M. Stalina 32 Powstańców 64 Wojewódzka 14 Okólna 27
 Phone 30-73 Zamkowa 18 Małopolska 58 Phone 306 Phone 143 Phone 151 Phone 30
 32-66 Phone 421-87 Phone 53-42 Phone 306 Phone 143 Phone 151 Phone 30
 Cable — BALTONA

to... Gdynia, date 12.12. 1952

CREDIT

INVOICE N^o 325/11 C O P YTo be paid by Owner / / ALIAUNIA - OTOORSKO A.G.P.P.
w Gdyni

For goods delivered on board of ship S.S. "ALIAUNIA" Italian flag

QUANTITY	DESCRIPTION	PRICE	\$ TOTAL
20 kg.	cabbage kapusta biała	0.05	1.-
5 "	beets buraki	0.10	0.50
			1.50

say: \$ one 50/100

BALTONA
 ZAKPATRYWANIE STATKÓW
 SHIPCHANDLERS
 BRANCH GDYNIA

A/m 90
 good
 order and condition

Master



BALTONA

SHIPCHANDLERS

Head Office: GDYNIA, PUŁASKIEGO 6 — Phone 43-06, 43-08

BRANCHES:

GDYNIA GDAŃSK SZCZECIN USTKA DARŁOWO KOŁOBRZEG SWINOUJŚCIE-ODRA
 Indyska 15 NOWY PORT Zamknieta 18 Małopolska 58 M. Stalina 31 Powstańców 64 Wojewódzka 14 Okólna 27
 Phone 30-73 Phone 421-87 Phone 53-42 Phone 306 Phone 143 Phone 151 Phone 30
 52-65 Phone 30 Cable — BALTONA

Mr. Gdynia date 24.12. 1952

CREDIT

COPY

INVOICE N. 3204

To be paid by Owner of ship — L. — C. O. Morska — g. R. P.
 w Gdyni

For goods delivered on board of ship — L. — C. O. M. — Italien flag

QUANTITY	DESCRIPTION	PRICE	TOTAL
16	kg. turkeys indyki	1.26	20.16

Pay: A twenty 20/100

BALTONA
 ZAOPATRYWANIE STATKÓW
 SHIPCHANDLERS
 BRANCH GDYNIA

38584
N.F.

**MORSKI URZĄD ZDROWIA
MARITIME BOARD OF HEALTH**

WZBECZPOSPOLITA POLSKA
THE REPUBLIC OF POLAND

K.W. R.G. *copy*

Zgodnie z prawem i przepisami kwarantannowymi Rady ds. Migracji i ds. Accordance with the Quarantine Laws and Regulations of the Republic of Poland

State // Finance

Bandera Flag

Wärter Kapitän F. H. Hass, 1890
F. H. Hass, 1890
Glasgow
from Master

Ostry et al.

Przewodniczący

Épreuve pratique

Na cas občnego postoja w latejym parci.



A circular postmark from New York, N.Y., dated April 11, 1891. The text "NEW YORK" is at the top, "APR 11" is in the center, and "1891" is at the bottom. The postmark is surrounded by a decorative floral border.

Enclosure (5)

Approved For Release 2003/10/22 : CIA-RDP80-00926A006400430001-5

Odynia 18. XI. 52.

INSPECTION REPORT No. 36

... holds of the s/s Ameryka ... steam ... 1990 ...
Italy ... bound for ... Italy ... ready to
cargo coal on the 11.11.52 ... from hrs. to ... hrs.
... ready to load on the 12.11.52 at 06.00 ...
... consisting of:

... A. Gole ... Surveyor of Polcargo Gdynia,
... E. Gnatkini ... Master of the above Vessel
... Wojciechowski ... Representative of Measrs. ...
... J. Olszynka ... Representative of JMW "Węglkoksy",
... J. Pacholski ... Representative of ZPGG, Gdynia
... Piechowicz ... Representative of Ship's agent M.A.G

... permission ascertained as follows:

a/ holds are well cleaned and free of any easily inflammable articles.
b/ Bilges, pumps and gards are clean and are working properly.
c/ Steam and hot water pipes are properly isolated.
d/ Electrical cables protected in metal tubes.
e/ Ventilation in proper condition.
f/ Engine-room suitable, isolated.
g/ Vessel fitted with anti-firing installation.

Statement: the holds are suitable to transport cargoes of coal to the
country of Poland.

1/ ...
2/ ...
3/ ...

(1)

According to statement
the holds are suitable to
transport cargoes of coal to
the country of Poland.

BEST COPY

Available

POLCON C/P - ADDITIONAL CLAUSES

27 - Freight shall be paid at the rate of:
32/- if vessel will be ordered to discharge at Genoa, Savona, Spezia,
Leghorn, Civitavecchia or Naples; 1/6 extra if two ports as above.
36/- if vessel will be ordered to discharge at Brindisi, Bari, Barletta;
~~1/6 extra if two ports as above~~ OR
~~if vessel will be ordered to discharge~~ at Ancona, Venice, Trieste;
1/6 extra if two ports as above.

Full freight earned on signing Bill of Lading.
Freight to be paid in Genoa in Italian Lire; 50% within 7 (seven) days
from signing Bills of Lading, discountless and not-returnable ship and
/or cargo lost at the official rate of exchange ruling on the day of
signing Bills of Lading, between Pound Sterling and Italian Lira. The
balance of the freight to be paid on receipt of telegraphic advice of
right and true delivery of the cargo, per ton of 20 cwts or 1016 kilos
at the official rate of exchange as above. Charterers to have the op-
tion of paying the freight on Bill of Lading quantity less 2% in kieu
of weighing, to be declared before breaking bulk.

28 - Vessel to be discharged at the average rate of 800 tons per day of 24
hours, vessel paying 10d. (tenpence) per 1000 kilos.
Charterers have the option, to be declared before breaking bulk, of dis-
charging at the average rates as follows:
1000 tons per day of 24 hours, vessel paying 1/-d. per 1000 kilos
1500 " " " " " " " " 1/3d. " " "
2000 " " " " " " " " 1/6d. " " "
3000 " " " " " " " " 1/9d. " " "

29 - Orders for discharging port to be given on signing Bills of Lading or
by wireless on passing Gibraltar without delay to the vessel, but Mas-
ter to wireless at least 72 hours prior to vessel's expected time of
arrival at Gibraltar to ~~BENAMAR - GENOA~~
Master to give 4 days notice of arrival at discharging port over the
wireless to ~~BENAMAR - GENOA~~

30 - Vessel at loading port to shift to a second loading berth for ship's
account if required by Shippers' Agents for loading and/or completing
the loading of the cargo and/or trimming.

31 - Vessel's draft at loading port not to exceed 27'6", fully laden at
Gdansk or Gdynia.

.. / ..



W^M H. MULLER & Co.

AGENTS FOR THE
M. & J. CO.

GENOVA (210)

MINERALS TRADES 22473-25504

32 - Demurrage in loading or discharging, if any, to be paid together with the balance of freight.

33 - In the event of vessel loading from Stock pile, Shippers' Agents have to state on the Bills of Lading the quantity of the cargo as calculated from ship's draft. In order that this may be ascertained, the Master shall sign a statement certifying the ship's draft on arrival after discharge of water ballast, if any. Master shall further keep Shippers' Agents informed of the weight of all quantity of bunkers, water, provisions, stores, and other articles taken on board the vessel after the draft on arrival has been ascertained and the number of tanks which the vessel would load between the arrival draft and the draft on completion of loading, less the weight of bunkers, etc. loaded as certified by the Master, shall be stated on the Bills of Lading accordingly.

34 - The Shippers and Charterers are under no obligation to supply any exceeding quantity which may eventually be required later on and in such cases they are not responsible for deadfreight for such quantities.

35 - DESPATCH: Owners to pay despatch at half demurrage rate for all working time saved at loading port as well as on working time saved at discharging port. Despatch on discharge to be based on the rate of discharge declared by Charterers or Receivers before breaking bulk; in case of despatch accumulative hours as per Clause 3, line 31, not to be counted for despatch money.

36 - Both-to Blame, New Jason, War Risk Clauses I & 2, and Ice Clause (Polcon C/P) are incorporated in this Charter Party.

37 - Charterers undertake to advance the funds required for the payment of trimming, despatch money, if any, bunkers, ship's disbursements including brokerage. The amounts so advanced are to be considered as advance freight, signed for accordingly on Bills of Lading and increased by 1% (one percent) outlay commission, and deducted from balance of freight.



<u>Lodging.</u>	3.—The loading date shall not be before 7 a.m. on the <u>25th November 1952</u> but <u>Carobors Gdynia and</u> <u>Shippers' Agents are to receive from the Owners at least 10 clear running days' written notice of the approximate loading date and at least 5 clear running days' written notice of the definite loading date (27/11/52).</u> The Captain or the Owners' Agents shall keep the Shippers' Agents advised of the approximate loading date and the definite loading date, and shall give the Shippers' Agents written notice of any alterations regarding the Vessel's position.	28
<u>Owners' approximate notice.</u>	<u>If the Vessel be not ready to load within 48 hours after the definite loading date, 24 hours' extra loading time shall be allowed.</u>	29
<u>Owners' definite notice.</u>	<u>A sailing telegram shall be sent or communicated to the Shippers' Agents when the Vessel leaves her last port, or if bound to or lying at a local port to discharge, 24 hours' written notice shall be given when the Vessel is expected to be clear of cargo, or in default 24 hours' more shall be allowed for the loading.</u>	30
<u>Sailing telegram.</u>		31
<u>Notice of readiness.</u>	<u>4.—Written notice of readiness (Captain's Notice) to receive the entire cargo not to be given to Shippers' Agents before the Vessel is actually ready to receive the entire cargo and provided the Vessel is cleared at Custom House whether in berth or not and such notice to be handed in to Shippers' Agents or their Harbour Office within the Office hours between 9 a.m. and 4 p.m. on a working day.</u>	32
<u>Captain's notice.</u>	<u>The Vessel shall not be considered ready to commence the loading until the holds intended for cargo are free of inward cargo and properly cleaned, especially when destined to ports south of Bay of Biscay. All hatch beams shall be removed before the loading commences. If the hatch beams are not removed the Vessel shall not be considered ready to receive the cargo until they have been actually removed.</u>	33
<u>Time to count.</u>	<u>The Vessel shall be loaded in <u>as far as attached as possible</u> running hours (Sundays, legal and harbour labourers' holidays including the 4th December excepted, unless used). If the loading be commenced earlier than the time stipulated only effectively used hours to count; the same applies when loading is effected during Sundays, legal and harbour labourers' holidays and on the 4th December.</u>	34
<u>Hatch Beams.</u>		35
<u>Loading Hours.</u>	<u>The cargo shall be put on board by the Shippers free of expense to the Vessel. The trimming shall be effected by the Stevedores appointed by the Owners at their risk and expense. The Charterers shall pay for separation of different parcels, levelling and extra trimming (if any) not arising from the character or construction of the Vessel.</u>	36
<u>Trimming.</u>	<u>If required by the Shippers, the Vessel shall provide free of charge to the Shippers winches, winchmen, motive power, running gear and light enabling trimming.</u>	37
<u>Winches and Winchmen.</u>	<u>Time allowed for loading will not be increased by time occupied in the shipment of bunkers, even if bunkering takes place during loading, unless the Captain orders the shipment of bunkers for a specific time during the loading of the cargo. Any time used in shifting for the purpose of bunkering shall not count in computing the Vessel's time for loading.</u>	38
<u>Bunkering Time.</u>		39
<u>Misrepresentation.</u>	<u>If the Owners have misrepresented the size of the holds or the quantity of cargo or bunkers required or have given incorrect notice of the definite loading date or the Captain or Owners or their Agents fail to keep the Shippers' Agents advised by telegram of any alteration regarding the Vessel's position, the Owners shall be responsible for truck hire or demurrage on lighters proved to be incurred thereby.</u>	40
<u>Waiting of Port.</u>	<u>5.—If the Vessel is prevented from entering the port (not due to strikes or any other causes excepted in the Charter) after arriving off the port before 1 p.m. on a working day, notice of readiness (Captain's Notice) shall be regarded as handed in the same working day and time shall commence to count as provided in clause 4.</u>	41
<u>Exemptions.</u>	<u>6.—The parties hereto mutually exempt each other from all liability (except as under the Strike Rules) arising from or for time actually lost through riots, strikes, lock-outs of workmen, or disputes between masters and men, or by reason of accidents to mines, railways or machinery, obstructions in harbours (not including congestion of shipping or shore traffic) or by reason of frost, floods, fog, storms, and any unavoidable accidents and hindrances beyond their control, either preventing or delaying the working or loading of the cargo for which the Vessel is stemmed taking place on or after the date of the Charter until the expiration of the loading time.</u>	42
	<u>But no deduction shall be allowed for the time lost through any such cause unless due notice of such loss and the cause thereof be given immediately to the Master or the Owners.</u>	43
	<u>In the event of any stoppage or stoppages arising from any of these causes (other than a "strike" as defined in the Strike Rules), continuing for the period of 4 running days from the time of the Vessel being ready to load coal or coke or patent fuel for which she is stemmed, the Charter shall become null and void, provided that no cargo shall have been shipped on board the Vessel. Should part cargo have been shipped the Owners may give not less than 24 hours' notice (expiring at any time not earlier than the expiration of the said 4 days) that they will purchase the same at the current f.o.b. price on the date of giving such notice; but, if the amount shipped exceeds fifty per cent. of the Vessel's deadweight capacity exclusive of bunkers as inserted above, the Charterers may require the Vessel to perform the voyage, paying full freight on cargo shipped and half freight on the balance up to the said deadweight capacity.</u>	44
	<u>In case the Vessel be not ready to complete her loading when she has once begun, any time occupied in partial loading only shall count, but at least one half of the total loading hours shall be allowed the Charterers for completing the loading. This clause shall not apply to bunkering operations or shifting for the purpose of loading bunkers.</u>	45
<u>Moving.</u>	<u>7.—The Vessel shall be moved to and from the spout or cranes as required during the course of her loading at the Owners' risk and expense.</u>	46
<u>Bunkers.</u>	<u>8.—The Vessel shall have sufficient bunker fuel on board for her use, and any bunker coal required shall be supplied by the Shippers' Agents on request. Bunker coal shall be kept properly separated from the cargo to the Charterers' satisfaction, and the quantity shall be endorsed on the Bills of Lading.</u>	47
	<u>For bunkers only the amount in the cargo holds shall be paid, and the same shall be deducted from the amount of the Charter hire at the Owners' expense, and the time lost in discharging in (or in) shall not count.</u>	48
<u>Bills of Lading.</u>	<u>9.—Bills of Lading shall be signed as per form on the back hereof.</u>	49
<u>Discharging.</u>	<u>10.—The cargo shall be taken from alongside by the Consignees at the port of discharge free of expense and risk to the Vessel, at the average rate per ton per day <u>per ton per clause 28</u> per 1000 kilos per day of 24 running hours (1 p.m. Saturday to 7 a.m. Monday, legal and harbour labourers' holidays excepted, unless used), provided the Vessel can deliver at this rate. If the Vessel is unable to discharge at the port of discharge, the time for the discharging shall count from 7 p.m. when the Vessel is reported at the Custom House and ready (whether in berth or not) to deliver and discharge the cargo to the Consignees or their Agents, and until 7 a.m. the following day, provided that the discharging shall count from the time of discharge, but if the Vessel is fixed to discharge at another port the Custom House, or permit obtained to commence discharge, and is ready to deliver (whether in berth or not), but not to commence between 6 p.m. and 6 a.m., notwithstanding any custom or law of the port of discharge. The time occupied in moving from outer harbour to berth shall not count. If the discharging be commenced earlier than the time stipulated the time shall count from the commencement of the discharging, but only effectively used hours to count.</u>	50
<u>Notice of Readiness.</u>		51
	<u>11.—(A) The Consignees shall effect the discharge of the cargo. The Vessel paying per ton per day <u>per ton per clause 28</u> per 1000 kilos for all work in connection with unloading and providing winches, motive power and running gear customary at the port of discharge. All work in connection with unloading, and providing winches, motive power and running gear customary at the port of discharge, shall be regarded as servants of the Owners.</u>	52
<u>Codes.</u>		53
<u>Fixed Price.</u>	<u>is paid or payable, including all costs and charges whatever in connection with the unloading, and providing winches, motive power and running gear customary at the port of discharge. All work in connection with discharging beyond ordinary working hours to be paid by the party at whose request such work is performed. The Vessel shall also provide workmen <u>workmen</u> from the crew if requested and permitted, otherwise the Consignees shall provide and pay for winchmen for whom, who shall be regarded as servants of the Owners.</u>	54
<u>* Insert here: »Current prices (according to Tariff, if any, approved by The Baltic and International Maritime Conference), or a fixed price.</u>		55
<u>Codes.</u>		56
<u>Fixed Price.</u>		57
<u>* There are inserted in the original document the following notes:</u>		58
<u>1) The Vessel shall be chartered for the period of 10 months, starting from the date of the signing of the Charter.</u>		59
<u>2) The Vessel shall be chartered for the period of 10 months, starting from the date of the signing of the Charter.</u>		60
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<u>23) The Vessel shall be chartered for the period of 10 months, starting from the date of the signing of the Charter.</u>		81
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<u>35) The Vessel shall be chartered for the period of 10 months, starting from the date of the signing of the Charter.</u>		93

Debt alternatives (A), (B) or (C) not adopted, but the Owners shall effect the discharge of the

Discharging.
*Notice of
Bankruptcy.*

* Insert here: ~~the current prices (according to Tariff, if any, approved by The Baltic and International Maritime Conference), or a fixed price.~~

Costs.

(B) Fixed Prices.

(C) Free Discharge.

Eunuchos.

Derivation.

Preston.

Dees and Charges.

68

1000

Act of God.

General Average.

Agosto.
Tres personas

Arthritides. General

General Government
Chancery, Ecclesiastical

(C) The Consignee shall provide the discharge of the cargo free of all risk and expense to the Vessel. The Vessel shall provide winches, motive power and running gear at the port of discharge. The Vessel shall also provide windlasses from shore, who shall be regarded as servants of the Consignees, but shall follow the instructions of the Captain in connection with the discharging.

12.—In case of strikes, lock-outs, civil commotions, accidents, or any other causes beyond the control of the Consignees which prevent or delay the discharging such time shall not count unless the Vessel be already on demurrage.

13.—The Vessel shall have liberty to tow in and to be towed and to assist Vessels in distress and to deviate for the purpose of saving life or property, to save without pilots and to call at any ports in any order, for bunkering or other purposes or to make trial trips after notice, or adjust compasses and/or radio equipment and reasonable exercise of any of these liberties shall not be deemed to be a departure from the contractual route.

15.—The Charterers shall pay all dues and duties on the cargo at the port of loading. The Consignees shall pay all dues and duties on the cargo at the port of discharge, also the additional cost of discharging, if any, in consequence of separation of different parcels. The Owners shall pay port dues, pilotage, towage and other charges appertaining to the Vessel.

The Vessel shall be free, both at the ports of loading and ports of discharge, of any ~~addition~~ freight encashment commission or lastage money notwithstanding any local custom. If contrary to this clause any ~~addition~~ freight encashment commission, or lastage money be imposed, the Consignees of the cargo must refund the amount to the Owners before the completion of the discharge.

16.—Should the Vessel not be ready to load at 9 a.m. on December 10th, 1952 or if any misrepresentation be made concerning the size, position or condition of the Vessel the Charterers shall have the option of cancelling the Charter, such option to be declared latest on notice of

17.—The Charterers shall have permission to re-charter or sub-let at any rate of freight without prejudice to the Charter. If, such freight be lower the difference shall be paid in cash before, and the Bills of Lading, if higher, the same shall be paid in cash after, the delivery of the ship to the Charterer.

at any rate of freight without prejudice to the Charter, if such freight be lower than the rate charged for the passage, the difference shall be endorsed on the Bills of Lading, or in the option of the Charterers be refunded to them by the Owners after payment of the freight.

10. The Act of God, perils of the sea, fire on board, in bulk, craft, or on shore, barratry of the Master or crew, enemies, pirates, robbers, or thieves, or any other persons, or restraint of princes, rulers and peoples, collisions and strandings, explosion, bursting of boilers, breakage of shafts, or any latent defect, even if existing at the beginning of the voyage, in the hull, boilers, machinery, or appurtenances, negligence, default, or error of judgment of the pilot, Master or crew, or other servants of the Owners, in the management or navigation of the Vessel, unseaworthiness, provided that the Owners have exercised due diligence to make the Vessel seaworthy.

11. The Master or the Owners shall have an absolute lien upon the cargo for all freight, deadfreight, demurrage, damages for detention, average and charges.

20.—In case of General Average the same shall be settled according to the York/Antwerp Rules, 1950. Should the Vessel put into any port leaky or with damage to the Owners shall without delay inform the Charterers thereof.

Cargo's contribution to General Average shall be paid to the Owners even when such average be the result of fault, neglect or error of the Master, pilot or crew. The Charterers, Shippers and Consignees expressly renounce the Netherlands Commercial Code, Art. 700, and the Belgian Commercial Code, Part II, Art. 148.

23. (a) Should any dispute arise under the provisions applying to the loading port in the Charter, the same shall be referred to two Arbitrators, one to be appointed by each party, sitting in the vicinity of the loading port and in case the said Arbitrators cannot agree, then to an Umpire sitting in the vicinity of the loading port.

Approved For Release 2003/10/22 : CIA-RDP80-00926A006400430001-5

34.—The General Paramount Clause, the Both-to-Same Collision Clause and the Amended Jason Clause as set out in the form of Bill of Lading below shall apply.